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6-8-15

**2015 AFSCME NEGOTIATIONS
CITY PACKAGE PROPOSAL A**

TERM

Two Year Term

WAGES

3% general wage increase effective Fiscal Year 2015-2016. Effective the first pay period following ratification by the membership and approval by the City Council and ratification by the membership of the agreement, all salary ranges for employees holding positions in classifications assigned to MEF and CEO shall be increased by approximately 3%.

3% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to MEF and CEO shall be increased by approximately 3%.

HEALTH-IN-LIEU AND DENTAL-IN-LIEU

See Attached (City Proposal)

PROTECTIVE FOOTWEAR

See Attached (City Counterproposal to Union Proposal)

DUES DEDUCTIONS

See Attached (City Counterproposal to Union Proposal)

WITNESS LEAVE

See Attached (City Counterproposal to Union Proposal)

SIDE LETTER AGREEMENTS

Higher Class Pay (City Proposal – As Proposed on May 26, 2015)

Part-Time Employees (See Attached)

REOPENERS

Retirement Issues (See Attached)

Medical Benefits (City Proposal - As proposed on May 26, 2015)

2015 AFSCME NEGOTIATIONS CITY PACKAGE PROPOSAL A

TENTATIVE AGREEMENTS (MEF only)

- Hours of Work and Overtime – Overtime Calculation
- Bulletin Board
- Disciplinary Action
- Grievance Procedure
- Sick Leave
- Union Rights – Employee Lists
- Leaves – Sick Leave
- Hours of Work and Overtime – ASOs / Sr. Airport Operations Specialists
- Leaves – Vacation Leave
- Housekeeping – Computation of Vacation Leave
- Safety
- Housekeeping – Benefits and Disability Leave
- Shift Bidding

TENTATIVE AGREEMENTS (CEO only)

- Hours of Work and Overtime – Overtime Calculation
- Bulletin Board
- Disciplinary Action
- Grievance Procedure
- Sick Leave
- Employee Lists
- Sick Leave – Medical Verification
- Housekeeping – Disability Leave
- Housekeeping – Computation of Vacation Leave
- Vacation Leave

** This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

CITY PROPOSAL TO CEO – WAGES AND SPECIAL PAY

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.8 Vision Care

The City will contribute towards vision care for eligible full-time employees up to sixteen dollars (\$16.00) per month (\$8.00 for 24 biweekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

7.8.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

7.9 Payment-In-Lieu of Health and/or Dental Insurance Program

7.9.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

7.9.2 Effective pay date October 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health-in-Lieu	Dental-in-Lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

Health Insurance Tier	Health-in-Lieu	Dental -in-Lieu
Employee	\$89.09	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives health care and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.

CITY PROPOSAL TO MEF – BENEFITS

City Proposed Language:

ARTICLE 13 BENEFITS

13.3 **Payment-in-Lieu of Health and Dental Insurance.** The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

13.3.1 Employees who qualify for and participate in the payment-in-lieu health and/or dental insurance program will receive the following per pay period:

	<u>Health-in-Lieu</u>	<u>Dental-in-Lieu</u>
<u>If eligible for family coverage</u>	<u>\$221.84</u>	<u>\$19.95</u>
<u>If NOT eligible for family coverage</u>	<u>\$89.09</u>	<u>\$19.95</u>

<u>Health Insurance Tier</u>	<u>Health-in-Lieu</u>	<u>Dental –in-Lieu</u>
<u>Employee</u>	<u>\$89.09</u>	<u>\$6.65</u>
<u>Employee plus spouse/domestic partner</u>	<u>\$147.87</u>	<u>\$13.30</u>
<u>Employee plus Child(ren)</u>	<u>\$129.39</u>	<u>\$11.64</u>
<u>Family</u>	<u>\$221.84</u>	<u>\$19.95</u>

A City employee who receives health~~care~~ and/or dental coverage as a dependent of another City employee or retiree shall ~~be deemed not eligible for family coverage~~ be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.

~~13.3.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive fifty percent (50%) of the City's contribution toward their health and/or dental insurance at the lowest cost single or family plan if the employee is eligible for family coverage. The City will retain the remaining fifty percent (50%) of that contribution.~~

13.11 **Vision Care.** The City will contribute towards vision care for eligible full-time employees up to sixteen dollars (\$16) per month (\$8.00 for 24 biweekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

13.11.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

CITY COUNTERPROPOSAL TO CEO – PROTECTIVE FOOTWEAR

City Proposed Language:

ARTICLE 7 WAGES AND SPECIAL PAY

7.24 Protective Footwear

- 7.24.1 The City agrees to ~~reimburse eligible employees~~ provide a voucher for the purchase of protective footwear for up to ~~\$150-200~~ for ~~full-time~~ employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the ~~full-time~~ employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

CITY COUNTERPROPOSAL TO MEF – PROTECTIVE FOOTWEAR

City Proposed Language:

ARTICLE 12 WAGES AND SPECIAL PAY

- 12.11 Protective Footwear. The City agrees to ~~reimburse eligible employees~~provide a voucher for the purchase of protective footwear for up to \$~~150-200~~ for ~~full-time~~ employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the ~~full-time~~ employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive reimbursement for protective footwear under this provision.

CITY COUNTERPROPOSAL TO CEO – DUES AND AGENCY FEE DEDUCTIONS

City Proposed Language:

ARTICLE 8 DUES AND AGENCY FEE DEDUCTIONS

8.9 Union dues payable to AFSCME shall be maintained if a dues paying member transfers from a MEF-represented position to a CEO-represented position, or vice versa.

8.9.1 Should a dues paying member transfer from a MEF-represented position to a CEO-represented position, or vice-versa, a thirty (30) calendar day window will open in which the member may opt to resign their membership and become an agency fee payer. Resignation shall be in writing addressed to the City's Municipal Employee Relations Officer, or designee, with a copy to the Union.

CITY COUNTERPROPOSAL TO MEF – UNION RIGHTS

City Proposed Language:

ARTICLE 6 UNION RIGHTS

6.5 Dues Deduction

6.5.8 Union dues payable to AFSCME shall be maintained if a dues paying member transfers from a MEF-represented position to a CEO-represented position, or vice-versa.

6.5.8.1 Should a dues paying member transfer from a MEF-represented position to a CEO-represented position, or vice-versa, a thirty (30) calendar day window will open in which the member may opt to resign their membership and become an agency fee payer. Resignation shall be in writing addressed to the City's Municipal Employee Relations Officer, or designee, with a copy to the Union.

CITY COUNTERPROPOSAL TO MEF - WITNESS LEAVE

City Proposed Language:

ARTICLE 10 LEAVES

10.7 Witness Leave. Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive their regular salary during the term of their service as a witness under subpoena, less any and all witness fees which the employee may receive therefore. Compensation will not be paid if the employee is a party to a state or federal action.

10.7.1 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with their employment, shall be credited with overtime for the time spent in court, or for two (2) hours shall be entitled to the compensation provided by Section 12.7, whichever is greater, less any and all witness fees which the employee may receive therefore. Compensation will not be paid if the employee is a party to the State or Federal action.

10.7.2 Upon service of subpoena, an employee shall immediately advise their Department Director, or designee, or supervisor thereof, and of the time when the employee is required to appear in Court.

10.7.3 Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section 12.8. In the event the employee is called from off-duty to testify in any court, under subpoena, on any subject connected with their employment, the employee shall be entitled to the compensation provided by Section 10.7.1 above, in lieu of the compensation provided by Section 12.8.

CITY COUNTERPROPOSAL TO CEO - WITNESS LEAVE

City Proposed Language:

ARTICLE 7 WAGES AND PAY

7.13 Witness Leave

7.13.1 Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive his/her regular salary during the term of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action.

7.13.2 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with his/her employment, shall be credited with overtime for the time spent in court, or ~~for two (2) hours~~ shall be entitled to the compensation provided in Section 7.11, whichever is greater, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action.

7.13.3 Upon service of subpoena, an employee shall immediately advise his/her Department Director or supervisor thereof, and of the time when he/she is required to appear in Court.

7.13.4 Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section 7.10. In the event the employee is called from off-duty to testify in any court, under subpoena, on any subject connected with his/her employment, the employee shall be entitled to the compensation provided by Section 7.13.2 above, in lieu of the compensation provided by Section 7.10.

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND

THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Part-Time Employee Issues

The City and MEF and CEO agree to continue discussions on issues related to MEF and CEO represented part-time employees.

This Agreement is considered part of the Tentative Agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE UNION:

Jennifer Schembri Date
Interim Director of
Employee Relations

Yolanda Cruz Date
President
MEF, AFSCME Local 101

LaVerne Washington Date
President
CEO, AFSCME Local 101

Charles Allen Date
Business Agent
AFSCME, Local 101

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Municipal Employees' Federation (MEF), AFSCME Local No.101, agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and MEF, either party may provide notice to the other of its request to commence negotiations (meet and confer) over retirement issues (pension, retiree healthcare and additional retirement contributions). The parties shall commence the discussions within ten (10) calendar days after the City or MEF receive notice from the other.

To the extent that any change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions) is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milias Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

Jennifer Schembri
Interim Director of
Employee Relations

Date

FOR THE UNION:

Yolanda Cruz
President
MEF, AFSCME Local 101

Date

Charles Allen
Business Agent
AFSCME, Local 101

Date

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Confidential Employees' Organization (CEO), AFSCME Local No.101, agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

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FOR THE CITY:

Jennifer Schembri
Interim Director of
Employee Relations
Date

FOR THE UNION:

LaVerne Washington
President
CEO, AFSCME Local 101
Date

Charles Allen
Business Agent
AFSCME, Local 101
Date